

# Travel terms and conditions

## A. General – the parties and the contents of the travel package contract

### Parties to the travel package contract

Your travel package contract (“the travel package contract(s)” or “the travel terms and condition(s)” etc.) have been entered into between you as the traveller (hereinafter “traveller”, “customer”, “you”, etc.) and Havila Kystruten Operations AS, 6092 Fosnavåg, Norway, Org. No. 918 458999 as organiser (hereinafter “Havila Kystruten”, “Havila Voyages”, “Havila”, “organiser”, “agent”, etc.). The traveller and Havila Kystruten Operations AS may also be referred to hereinafter as “parties” or “the parties”.

### Content of the travel package contract

This agreement is based on the descriptions, information, and terms provided in the brochure and/or on the website for your trip (see also Part C, Item 2 below). It includes the customer’s acceptance of our General Travel Terms and Conditions (Part C), Havila Voyages’ regulations for voyages at sea (Part B), and any specific written terms agreed upon between the customer and Havila.

### Relation to the Norwegian Package Travel Act and the Norwegian Maritime Code - Exceptions to the Package Travel Act

Havila’s voyages are governed by our General Travel Terms and Conditions. These terms and conditions apply only to package travel that falls under Section 1 of the Act relating to package travel and travel guarantees (the “Package Travel Act”) dated June 15, 2018. However, customers covered by Section 2 of the Package Travel Act or those travelling primarily for business, research, or professional competitions are excluded from the General Travel Terms and Conditions and the Package Travel Act. Travel that does not qualify as package travel adheres to the regulations of the Norwegian Maritime Code; please refer to the separate terms and conditions for details. Additionally, please note that the Package Travel Act does not apply to passengers whose travel is solely for transportation purposes.

## B. Passenger guidelines for Havila Voyages

### Pets

Pets are not permitted in cabins or common areas on our ships. If you plan to travel with animals, please contact Nor Lines for transport options. Exceptions are made for assistance animals, such as guide- or service dogs. To ensure a comfortable journey, please contact our customer service to register your assistance- or service animal on your reservation and to arrange a pet-friendly cabin without floor carpet if required. Travellers with a guide dog / service dog must bring documentation that the animal is approved as a guide dog or service dog.

### Dietary needs/allergies

All food on board is labelled for allergens to help you make safe choices. Menus are available on our website. If you have specific dietary requirements or allergies, please inform us at the time of booking. We may not be able to accommodate all types of dietary preferences.

### Excursions

Our voyages may offer extraordinary natural experiences, such as sightings of wildlife, the northern lights, or snowy landscapes. However, these are beyond our control, and we cannot guarantee such encounters during your voyage or excursions. Please refer to our General Travel Terms and Conditions (Part C, Item 8.5) for more details.

### Conduct on board

Passengers are responsible for their own behaviour and that of their travel companions to ensure the safety and well-being of everyone on board. By booking with us, you agree to follow the ship’s Code of Conduct. Non-compliance may result in cancellation of your travel contract without refund or compensation.

### Code of Conduct for passengers

#### Safety and Fitness to Travel

You must ensure that you are fit to travel by sea and that your behaviour or condition will not compromise the safety of others, the crew, or the ship.

## Safety Rules

Familiarize yourself with and adhere to the safety guidelines on board. Follow all instructions always provided by the crew in the terminal and on the ship.

## Crew Authority

The captain and crew may enforce necessary rules to maintain safety and comfort. Passengers showing symptoms of contagious illness or posing a potential risk may be asked to stay in their cabin or follow specific instructions. In such cases, no refund or compensation will be provided for additional expenses.

## Prohibited Items and Activities

Cooking in cabins and use of personal appliances (e.g., irons) are not allowed. Alcohol brought onboard may not be consumed in cabins or common areas, with violations resulting in a NOK 2,500 fee per person present in the cabin.

Additionally:

**Smoking** (including e-cigarettes) is prohibited in cabins. Smoking is only allowed in designated areas, with a fine of NOK 2,500 for violations. Disposing of cigarette butts in the sea is forbidden.

**Drones** may not be used on board. Land use must comply with local laws.

**Weapons and Dangerous Goods:** Firearms and other potentially hazardous items are not allowed.

## Passenger Conduct

We reserve the right to deny boarding or disembark passengers who appear unfit, intoxicated, or pose a safety risk. The captain may also relocate passengers to different cabins, provide medical assistance, or arrange repatriation, if necessary, at the passenger's expense. For safety reasons, we are entitled to inspect passengers and their luggage, both at the terminal before boarding and on board the ship.

## Liability for Damages

If you or your vehicle cause damage to Havila Voyages property, you (or your insurance) will be responsible for covering the costs.

For details, refer to Items 7.2 and 8.4 of our General Terms and Conditions and Chapter 15 of the Norwegian Maritime Code, which includes the passenger's duty to follow safety regulations on board.

Failure to comply with our Code of Conduct, safety rules, or other requirements may result in termination of the travel contract without refund or compensation.

# C. General Travel Terms & Conditions

## 1. Entering the contract and payment terms

### 1.1. Booking process

Your contract with us begins once we confirm your booking in writing and send a booking confirmation to you or your travel agent. Havila is then responsible for fulfilling the travel arrangements as outlined in the travel package contract, while you, as the customer, are responsible for payment according to our terms and conditions. This includes any additional services booked by you or your travel group, such as flights, travel insurance, excursions, or other activities. However, Havila is only responsible for the portions of the trip covered in the travel package contract.

By making a booking, you confirm that you are authorized to enter this contract on behalf of yourself and your travel group ("The Travel Group") and that you accept responsibility for all payments on behalf of the group. You agree to our use of personal data as outlined in our Privacy Policy and confirm you are authorized to share your group members' personal data with us. This may also include, if applicable, special categories of information such as health conditions, disabilities, or dietary/religious requirements.

### 1.2. Deposit and outstanding balance

Havila may request a deposit at the time of booking or by a specified due date (see table below for details). This deposit must be paid according to the terms in this contract and in the information you have received, by the deadline specified. If payment is not received within two days after the due date, Havila reserves the right to either

- 1) terminate the contract if you cannot show proof of payment by the due date, or
- 2) cancel the booking, retain the deposit, and apply a cancellation fee according to the policy outlined in Item 5.2 (see table for further details).

	Flex	Saver
<b>Payment</b>		
Deposit	20% deposit per person at the time of booking	100% at the time of booking
Final balance due	42 days prior to departure	
<b>Changes</b>		
Fees	No fees up to 42 days prior to departure*	Non-changeable
Departure date	Up to 15 days prior to departure*	
Guests** / cabins*	41-2 days prior to departure	
<b>Cancellations</b>		

Refund	Deposit refundable within 14 days after booking	Non-refundable
Cancellation	Up to 42 days prior to the sailing date***	
<p>*If you choose to change your reservation to a more expensive option, you will be required to pay the difference in fare. However, if the price of the new option is lower, the difference will not be refunded.</p> <p>**An administration fee of NOK 500 per person applies.</p> <p>***The amount paid minus deposit will be refunded. Cancellations 41-0 days prior to departure is non-refundable (***). The remaining balance will be charged in full.</p>		

Once we receive your deposit, Havila will send a confirmation of the amount paid. You are responsible to review this confirmation carefully and notify us immediately of any errors. Note that changes or cancellations made to booked events at a later date may incur additional charges. If you booked your trip through a tour operator or travel agent, all communication about your booking should be directed to them. They are also responsible for ensuring that all information is shared and received as agreed.

**Please note:**

- Unless otherwise stated in writing, the deposit is non-refundable in case of cancellation.
- If Havila has earlier payment obligations with suppliers or subcontractors, we reserve the right to request deposit and final balance payments at an earlier date or for higher amounts than listed in the standard payment schedule (for example, scheduled flights with advance payment requirements, non-refundable hotel fees, or specific onshore events like excursions or courses).
- Your booking confirmation and documents will clearly outline deposit and payment due dates.

**2. Scope of the contract**

In addition to the details in Part A, the travel package contract includes the booking and confirmation, travel documents, and any additional services included in the travel package as agreed in writing. The contract also includes any individual specific terms and conditions from Havila that may differ from the general terms outlined in Part C.

Information provided by Havila Voyages in catalogues, brochures, and on the website forms part of the travel package contract unless it can be reasonably assumed to be of no significance to your purchase. This information is not considered part of the contract if it has been clearly modified prior to finalising the agreement.

Havila Voyages' product content and information are subject to change after the date of publication, therefore the latest content/information at the time of booking will form part of the package contract. Please see Item 8 for further details.

Before entering a travel package contract, Havila reserves the right to adjust the information or terms stated, including prices. At any time, the most current information on our website will apply to your booking, subject to change. Therefore, please ensure you are familiar with the latest information on our website before confirming your booking.

**3. Voyage pricing**

**3.1. Price overview**

The price of your voyage is provided in NOK (Norwegian kroner) or your confirmed currency, and includes all charges, fees, and taxes. It also covers any agreed-upon supplements for special requests or additional services included in your travel package by Havila. Please note that cancellation protection, travel insurance, and any separate travel arrangements not part of the travel package are additional costs and are not covered under this section.

The booking price in your selected currency at the time of booking is applicable for your reservation and not subject to change. All on board purchases are priced in NOK.

Havila reserves the right to place a daily pre-authorization hold of 500 NOK on your credit card for onboard purchases charged to your cabin.

Havila offers flexible pricing, meaning prices may vary based on demand, season, cabin type, and vehicle. We reserve the right to adjust prices before booking if an obvious error occurs due to typos, system issues, or similar situations. Additionally, we may increase prices after booking in the following cases:

- Changes in passenger transport costs due to fuel or other energy prices
- Changes in taxes or fees related to the travel services in your package
- Currency exchange fluctuations impacting the package cost

If any of these adjustments lead to a lower price, you will be entitled to a corresponding reduction, minus administrative costs. Price changes are applied proportionally to the factors mentioned, and we will notify you of any changes at least 20 days before your trip

begins. Should a price increase exceed 8% of your total package price, you have the option to accept the change or cancel your booking without a cancellation fee. If you choose to cancel, you must notify us within 7 days of receiving our price change notice. If we do not hear from you within this time frame via the agreed communication method (please check your spam or junk folders), the increase will be considered accepted as part of an updated travel contract. Please see Item 8.1 for further details.

Price adjustments in your favour cannot be claimed for events occurring within 20 days of departure.

### **3.2. Deposit**

If the full amount is not paid at the time of booking, Havila may require a deposit. For more details, please see Item 1, particularly Item 1.2, along with the specific terms outlined in your individual travel agreement.

## **4. Special conditions relating to the travel package contract**

### **4.1. Cancellation protection and travel insurance**

#### **4.1.1. Cancellation protection through a third party (insurance company, etc.)**

For your journey with Havila, you and your travel group are required to have valid travel insurance that at least covers trip cancellation, medical costs in case of illness or injury, personal injury, repatriation, and damage to property. Cancellation protection should be purchased when you book your travel package and should provide coverage in the event of a sudden, serious illness impacting you, an immediate family member, or a travel companion, or due to other unexpected, serious events. Refer to Item 5.3 for more information.

It is your responsibility to ensure your insurance meets all your needs, including pre-existing conditions, medical expenses, compensation for illness-related trip interruption, cancellation fees, and repatriation. If you hold a European Health Insurance Card, please bring it along regardless of additional travel insurance (see Item 4.2). If anyone in your travel group decides to travel without adequate insurance, Havila is not responsible for any costs or losses that could have otherwise been covered by insurance, including related consequences and loss. We recommend consulting an insurance provider to find a policy suited to your needs.

### **4.2. Entry requirements**

It is essential that all passengers are aware of and meet the current passport, visa, immigration, and health requirements for the destination country. Ensuring compliance with these requirements is your responsibility, and we recommend verifying them with the relevant embassy, consulate, or healthcare provider. When booking on behalf of others, you must provide accurate and complete information for all travellers.

Travellers with a foreign passport may consult the Norwegian Directorate of Immigration (<https://udi.no/skal-soke/besok-og-visum/>) or contact the relevant embassy or consulate for guidance. If your journey involves transit through other countries, please check the specific entry requirements for each.

As a citizen of the EEA, you may apply for a European Health Insurance Card before travel, which provides access to necessary healthcare in other EEA countries under the same conditions as local citizens. For more information, visit [www.helsenorge.no](http://www.helsenorge.no).

If you do not meet the entry requirements, Havila cannot be held responsible for any travel disruptions or costs that may arise, nor for any penalties or fines incurred for non-compliance with these requirements and recommendations.

### **4.3. Health information**

If you or anyone in your booking party has a disability, reduced mobility, or any health condition that could make the journey more challenging, you must let us know at the time of booking. Providing this information allows Havila to ensure the best possible experience and assistance during your trip.

Please arrange for any personal assistance you may need, including medications, medical equipment, or a standard wheelchair, as these are not provided on board. The captain and crew may refuse any equipment not declared at the time of booking or deemed unsafe for the voyage. If a passenger is denied boarding for safety reasons or does not meet travel requirements, Havila cannot be held responsible for any associated losses or additional costs.

Pregnant passengers are advised to consult their doctor before travelling and ensure they have appropriate travel insurance. A medical certificate may be required within four weeks of the due date to confirm your ability to travel. For safety reasons, pregnant passengers who are less than two weeks from their due date are not permitted to travel with Havila. We also reserve the right to request a health questionnaire prior to boarding if deemed necessary. If boarding is denied for safety reasons, the booking can be cancelled without charge upon presentation of a medical certificate from your doctor.

### **4.4. Transport information**

Havila provides transport by ship, and in some cases, transfers from the ship to the local airport or hotel, as well as flights. Our liability is limited to transportation arrangements booked directly through us, as indicated in your booking confirmation. We are

not responsible for flights or transfers not booked through Havila, nor for any consequences due to such flight- or transfer delays.

**If your booking includes a flight:**

You will receive a separate booking confirmation with your flight details. Upon receiving this confirmation, please review all information carefully. If any details appear incorrect, contact us immediately.

If flights are booked through Havila, we will provide information about the airline responsible for each segment of your flight. Should the airline change after your booking, we will inform you as soon as possible, and at the latest, at check-in or boarding. For scheduled flights included in the travel package, we will inform you of any airline changes whenever feasible.

**4.5. The Norwegian Travel Guarantee Fund**

Havila Voyages has provided a statutory guarantee to the Norwegian Travel Guarantee Fund, ensuring protection for you as our passenger. For more details and contact information, please see: <https://reisegarantifondet.no>.

**4.6. Other conditions**

Havila advises that you allow adequate time between the arrival and departure times for your other personal accommodations and transport arrangements (such as flights, trains, and hotels) scheduled before or after your travel package with us. Please anticipate possible delays within elements of your booking, such as sailing, transfer or flight delays. Havila is not responsible for any additional costs resulting from such delays.

Our travel packages may include services provided by third-party partners. Any issues directly related to these third-party providers should be reported to the relevant supplier on-site and without undue delay.

Please note that Havila is not liable for any printing or typographical errors.

**5. The customer's right to cancel or transfer the travel package**

**5.1. Cancellation due to extraordinary circumstances**

You have the right to cancel your booking and receive a full refund without a cancellation fee, if unavoidable or extraordinary circumstances arise at or in the immediate vicinity of your destination before your trip begins. These circumstances include, but are not limited to, acts of war, natural disasters, serious infectious diseases, epidemics, pandemics, or similar events that could impact your journey or prevent safe transportation to your destination.

This right also applies if these events occur along the travel route, creating a genuine risk to you. Please note that Havila's liability does not extend beyond the cost of the trip itself.

This cancellation right does not apply if you were aware, or reasonably should have been aware, of these circumstances at the time of booking.

**5.2. Cancellation fees**

You may cancel your booking for yourself or any member of your travel group at any time up to 42 days before your trip begins, subject to a reasonable cancellation fee. To cancel, please send a written notice by email or letter from the person or travel agency that made the original booking. The cancellation will take effect on the date we receive your written notice.

As we incur costs from the time of booking until departure, the following cancellation fees will apply:

**Flex:**

May be cancelled for a refund of the amount paid, minus the deposit, if Havila receives written cancellation at least 42 days prior to the sailing date. \*

\*The deposit is fully refundable within 14 days of booking.

**Saver:**

Non-refundable. Additional cancellation rules apply:

- a) If Havila recovers taxes and duties on behalf of the customer, a reasonable fee may be charged for this service.
- b) If Havila's ability to receive refunds from subcontractors is limited, we may limit your refund accordingly. In all cases, customer rights are aligned with the organiser's rights with subcontractors.
- c) If your booking includes multiple travellers and discounts were applied based on the group size, any discounts may be adjusted if some travellers cancel. In such cases, Havila will refund the cancelled traveller(s) a percentage of the agreed price, while any additional costs from adjusted group discounts may be applied to the remaining travellers.

If you booked a double cabin and one passenger cancels, the cabin price will remain the same.

**5.3. Cancellation due to sudden and serious illness or injury - cancellation protection**

### **5.3.1. Cancellation with cancellation protection/insurance**

If you have purchased cancellation protection or insurance as outlined in Item 4.1, you may cancel your travel package if you can provide documentation showing that the conditions for cancellation are met. You have a duty to notify us of the cancellation as soon as you become aware of the circumstances that allow for cancellation under this provision.

### **5.3.2. Minimum coverage for cancellation protection**

Cancellation protection should, at a minimum, allow for cancellation in the event of a sudden and serious illness, injury, or death affecting you, your spouse, registered partner, cohabitant, child, parent, in-laws, or siblings. This also applies if the illness, injury, or loss affects a travel companion, making it unreasonable to expect you to continue the trip without them. Other sudden or serious events, such as fire or water damage to your property, may also qualify as grounds for cancellation if it is unreasonable to proceed with the trip under these conditions.

Please note that cancellation for these reasons is only permitted if your insurance provider confirms coverage. This right assumes that you were unaware of the circumstances preventing the use of the travel package, or that you did not cause these circumstances. Promptly notify your agent or Havila and provide documentation, such as a medical certificate or confirmation from police or insurance authorities.

If you or someone in your group travels without insurance, Havila is not liable for any costs or losses that may arise (see Item 4.1).

## **5.4. Transfer of the travel package**

You may transfer your trip to another person who meets our travel terms and conditions, including those outlined in Item 4. To do so, please notify us of the transfer at least seven days before departure and ensure that the new passenger is aware of our travel conditions. This transfer option is only available if our partners, such as airlines, do not have restrictions that prevent name changes. When allowed, the subcontractor's terms apply in addition to our travel package contract.

Both you and the new passenger are jointly responsible for paying any remaining balance, and both parties agree to be bound by the travel package contract. Certain excursions or events may not be transferable, which may result in a cancellation fee of up to 100 % of the paid amount.

For transfers, we may apply a reasonable name change fee. Please note that most airlines charge a fee for ticket changes, and these costs may increase closer to the departure date. Both the original customer and the new passenger share responsibility for these fees and any outstanding payments.

Our duty to provide information, as required by the Package Travel Act, is generally considered fulfilled for the new passenger if it was previously fulfilled for the person transferring the journey. However, if additional information is needed, and it is feasible to provide, we will do so for the new passenger. Havila bears no responsibility if the new passenger does not meet entry requirements for the destination country.

## **5.5. Changing your booking**

If you would like to make changes to your booking (such as changing the travel date, destination, or hotel), the applicable fees are outlined below.

### **Flex:**

- a) Changes are permitted within this price category.
- b) No fee applies for changes made up to 42 days before the sailing date.
- c) For changes made within 42 days of the sailing date, an administration fee of NOK 500 per change, per person, will apply. All changes must be requested at least 2 days before the sailing date.

### **Saver:**

Changes are not permitted within this price category. The following change policies apply:

- a) Changes must be arranged through the original booking party (e.g., travel agent). Havila cannot process change requests from passengers who booked through an agent or other third party.
- b) If any taxes or charges are applied to Havila due to the change, a reasonable fee may also be added.
- c) Where Havila's right to make changes with subcontractors is limited, change policies may be adjusted accordingly.
- d) If the booking includes multiple travellers, and the total price reflects discounts based on group size, these discounts may no longer apply if any travellers cancel.

If there is misuse of the right to change your booking (such as using discounts or promotions improperly), Havila reserves the right to cancel the booking or treat the change as a new booking.

## 5.6. Excursions

### 5.6.1 Pre-booked excursions and onboard activities

You may cancel pre-booked excursions and onboard activities free of charge up to 72 hours before departure.

Once on board, cancellations of pre-booked excursions and activities are not permitted.

If conditions allow, you may switch to another excursion while on board. Any additional cost will be charged to your cruise account. If the new excursion is less expensive, we will not refund the difference.

All on-board excursion changes must be made at least 72 hours before the scheduled time of the original excursion.

If opting out of an excursion results in its cancellation due to low attendance, you will not be allowed to make any changes.

Excursions purchased as part of a bundled package with multiple excursions cannot be individually cancelled.

If you need to cancel an excursion due to illness or similar reasons, please contact your travel insurance provider as outlined in Item 4.1.

### 5.6.2 Excursions and onboard activities booked on board

Bookings made after boarding are binding and non-refundable.

If conditions permit, you may switch to another excursion. Any additional cost will be charged to your cruise account, but if the new excursion is less expensive, we will not refund the difference.

All changes must be made at least 72 hours before the scheduled time of the excursion you are opting out of.

If opting out of an excursion results in its cancellation due to low attendance, no changes will be allowed.

Excursions purchased as part of a bundle with multiple excursions cannot be individually cancelled.

If you need to cancel an excursion due to illness or similar reasons, please contact your travel insurance provider as per Item 4.1.

### 5.6.3 Other pre-booked addons

You may cancel pre-booked addons free of charge up to 72 hours before departure.

## 6. The organiser's right to cancel or modify the travel package without liability for compensation

### 6.1. Insufficient passenger numbers

#### 6.1.1. The ships

The Havila Voyages' ships will sail regardless of the number of passengers on board.

#### 6.1.2. Excursions and events

Havila may cancel or modify individual excursions if the required minimum number of participants, as set in our specific conditions, is not met. For more details, please see information about excursions on [havalavoyages.com](http://havalavoyages.com). Customers will be notified of any changes or cancellations as promptly as possible. In cases of cancellation, all amounts paid for the excursion will be refunded as soon as possible, less any applicable fees. Havila is not liable for any pricing or typographical errors in information provided by our subcontractors.

### 6.2. Impediments beyond the control of the organiser (force majeure)

#### 6.2.1. Force majeure

Havila may cancel or modify a travel package without being liable to pay compensation, if extraordinary, unavoidable circumstances arise that prevent the completion of the trip. You will be notified without undue delay in such cases.

Events qualifying as force majeure may include weather conditions affecting passenger safety, war, terrorism or threats of terrorism, natural disasters, infectious disease outbreaks, fuel shortages, technical failures beyond the organiser's control, strikes, lockouts, and international sanctions, among others (see also Item 8.5 below).

#### 6.2.2. Cancellation before to the start of the travel package

If the travel package is cancelled prior to its start due to force majeure, Havila will refund all prepaid amounts within 14 days. Alternatively, you may be offered a comparable or higher-quality travel package at no additional cost. If the alternative package is of a lower quality, you will receive an appropriate price reduction. If you are rebooked to an alternative travel package your pre-payment will not be refunded, except for the amount that constitutes a possible price reduction. You may only decline the alternative offer if it is not comparable to the original package or if the price reduction is insufficient.

In accordance with the same conditions as mentioned in item 6.2.1, Havila will not be liable for losses that may arise due to non-performance or deficient performance of the travel package.

### 6.2.3. Cancellation after the start of the travel package

If the travel package is shortened due to unavoidable circumstances, you are entitled to a proportional price reduction. Havila will make every effort to minimise any risks or inconveniences.

Alternatively, you may be offered a comparable or higher-quality travel package at no extra charge for the remainder of the trip. If only a lower-quality package is available, an appropriate price reduction will be provided. You may only decline the alternative offer if it is not comparable to the original package or if the price reduction is inadequate.

If the travel package must be interrupted and no alternative services are available, Havila will arrange transport back to the agreed departure port at no cost and with minimal inconvenience. Repatriation timing will consider actual local conditions and risk assessments, including guidance from Norwegian and local authorities.

Should Havila fail to arrange timely repatriation, requiring you to arrange repatriation transport independently, we will cover any reasonable additional expenses incurred.

However, as noted in Item 6.2.1, no further compensation is due if the travel package cannot be completed or must be interrupted due to these extraordinary circumstances occurring after the start of the trip.

### 6.3. Organiser's right to modify the content or terms after agreement

Once the agreement is finalized, Havila may not alter the terms or specifications of the travel package to your disadvantage unless specific services or details were expressly noted as subject to change in the travel documents or contract.

If a change is necessary, Havila will promptly notify you in writing. The notification will also inform you of your right to either cancel the travel package if the change results in significant non-performance or defective performance, or to request a price reduction for the reduced value of the travel package.

You must exercise this right within three days of receiving notification of the change. If extenuating circumstances prevent a timely response, you must notify us as soon as possible within a reasonable period. Failure to respond within these timeframes will result in forfeiting the right to cancel or claim a price reduction.

## 7. The parties' obligations

### 7.1. The organiser's/agent's obligations

Havila shall complete your travel package as agreed upon in Item 2. However, if unforeseen circumstances necessitate changes to the journey, Havila shall make reasonable efforts to minimize any inconvenience.

Havila shall promptly provide appropriate assistance to travellers experiencing difficulties. This assistance may include providing information on local health services, authorities, consular support, and, where needed, assistance with finding alternative travel arrangements. If the difficulties are due to intentional or negligent actions by the traveller, a reasonable fee may be charged for this assistance.

Havila will also inform you promptly of any circumstances that may be important to your journey. If you identify a non-performance or defective performance of the travel package during your trip, we will take reasonable steps to remedy the issue as soon as possible.

### 7.2. Your obligations

You must familiarise yourself with Havila's general terms and conditions, available on our website, in our catalogue, or through other provided materials.

a) **Payment**

Ensure payment of the agreed amount by the specified deadline in the terms and conditions. Payment delays may result in the cancellation of your booking by Havila.

b) **Information**

Provide any relevant information that could impact the travel package. If you are booking on behalf of others, you must ensure accurate details are provided for each traveller, including any special needs or requirements. Havila is not responsible for issues arising from incomplete or incorrect information about travellers. You must regularly check for updates via email, text messages, notices, in-cabin TV screens, and by visiting the information desk if necessary.

c) **Complaints**

If you notice any deficiencies that may grant you rights under Items 8.1 or 8.2 (a–e), you are obligated to notify Havila without undue delay. Any issues should be reported immediately, either onboard or to the relevant subcontractor, to allow for prompt resolution. If the deficiency is discovered after the trip has started, please make a complaint on-site as soon as possible.

- d) **Documents**  
Verify that tickets and travel documents match your booking and that all names align with passport information. Bring all required travel documents, including passports, visas, health certificates, tickets, and reference numbers. Necessary documents and appropriate travel insurance is your responsibility. Havila reserves the right to deny boarding to any traveller who does not have the required documentation.
- e) **Consideration for fellow travellers**  
You are obligated to comply with all guidelines issued by Havila (including the travel terms and conditions agreed upon by confirming your booking), hotels, airlines, and other subcontractors, as well as local authority regulations. Comply with instructions regarding arrival times and locations during the travel package and adhere to any guidance from carriers or transport providers, especially during unexpected events. Travellers must avoid behaviour that disrupts other passengers or causes security or operational concerns. Havila may deny participation at the start of the trip if your behaviour or condition indicates that you cannot meet these requirements.
- f) **Return travel**  
Follow any guidelines for confirming return flights on scheduled airlines. Havila advises allowing a sufficient time buffer, as noted in Item 4.6, and maintaining awareness of any schedule changes by contacting the travel organiser or their representative if you are unavailable within 24 hours before departure. You are also obligated to stay informed by checking for email, SMS, and information desk updates as long as this is reasonably convenient. See also Item 7.2 b.
- g) **Consequences of a breach**  
A serious breach of these obligations, following a prior complaint, may result in the termination of your participation in the travel package. Havila is not liable for any additional expenses for early or altered return travel or other incurred costs, and no refund will be provided for unused portions of the travel package.

You may be held responsible for any losses or additional costs incurred by Havila due to a severe breach of these regulations. You are liable for damages as per applicable law. Please also refer to the regulations in Item B.

## 8. Deficiencies

### 8.1. Deficiencies before departure

If it is evident that your travel package will have significant deficiencies or if there are changes to the contract that would pose a major disadvantage, you may cancel the contract before your trip begins. A price increase of more than 8% is always considered a significant disadvantage (see Item 3.1 for more details).

Alternatively, you are entitled to join another travel package of equivalent or higher quality if Havila can provide one. You may decline the alternative travel option only if it is not comparable to the original package or if the price reduction is insufficient. If the alternative package is of lower quality than initially agreed, you will receive an appropriate price reduction.

If Havila does not offer an alternative travel package, a full refund of the prepaid amount will be provided. If the deficiency is not caused by extraordinary circumstances as outlined in item 6.2.1, Havila may be held liable for reasonable additional costs for similar alternative travel arrangements, subject to applicable law.

### 8.2. Deficiencies after departure

A travel package is considered deficient if any travel services included in the package are incomplete or not provided, and this is not due to any fault or circumstances on your part. You must notify us of any deficiencies you encounter without undue delay, ideally at the time the issue arises. If there is a legitimate complaint regarding non-performance or defective performance after departure, you are entitled to the following options:

- a) **Remedy**  
You may request Havila to correct the deficiency, provided this can be done without unreasonable cost or inconvenience to you. Remedial action should be completed within a reasonable timeframe set by you. If not remedied in time, you may resolve the issue yourself and claim a refund for necessary expenses. If you refuse a reasonable remedy or fail to make a timely complaint, you may forfeit the right to further claims.
- b) **Alternative travel services**  
If a significant part of the services cannot be provided as per the contract, you may request an alternative travel service. Havila will offer an alternative of equivalent or higher quality at no extra cost, if possible. Should the alternative be of lower quality, you will receive an appropriate price reduction. You may only decline the alternative offered if it is not comparable to the original travel package or if the price reduction is insufficient. In cases of unavoidable and extraordinary circumstances where repatriation is not immediately possible, Havila will cover the cost of necessary accommodation for up to three nights.
- c) **Price reduction**  
If the deficiency cannot be remedied, you are entitled to an appropriate price reduction for the duration of the deficiency.
- d) **Termination**  
If a significant deficiency impacts the completion of the travel package and is not remedied by Havila or replaced with an

alternative service, you may terminate the contract and receive a refund for undelivered services. If transportation was included, we will arrange transport to the original departure point or the intended destination at no additional cost. The provisions in Item 6.2 also apply here.

e) **Compensation**

If deficiencies in the travel services result in financial losses, you may seek compensation under Sections 32 and 33 of the Norwegian Package Travel Act. Havila's liability does not apply if the deficiency arises due to unavoidable, extraordinary circumstances or third-party actions unrelated to the travel package and not reasonably foreseeable or preventable. Our liability will also not apply under circumstances as mentioned in Item 6.2. and 8.5. When transport laws limit compensation from a carrier, those same limits apply to Havila.

### 8.3. Limitations on compensation

If Havila's liability for compensation is not already limited by other transportation laws, compensation under the travel package contract may be limited to no less than three times the total cost of the travel package (excluding insurance premiums and change fees). This limitation does not apply in cases of personal injury or damage caused by Havila's intentional or negligent actions.

### 8.4. Relationship to other applicable transport law

#### Rights to compensation or price reduction

Your rights to a price reduction or compensation under the Package Travel Act do not replace your rights under other transport laws. However, compensation amounts are not cumulative, meaning you cannot receive double compensation. You must disclose whether you've submitted the same claim to your insurance company before submitting it to Havila or any other service provider.

#### Compensation adjustment

If Havila provides compensation, we may deduct any amounts you have received or are entitled to receive from the travel service provider (e.g. hotel or airline) responsible for the deficiency.

#### Directing claims

- For issues covered by the travel package, claims for price reductions or compensation should be directed to Havila.
- Claims related to transportation, such as flights, should be directed to the carrier, especially if they fall under specific transport laws like the EU Regulation on Air Passengers' Rights.

#### Limiting loss

Travellers are required to minimize losses wherever possible. Compensation is not granted for losses caused by your own negligence or actions.

#### Sea voyage liability limitations

In addition to other limitations, Havila's liability during sea voyages is further restricted by applicable international conventions, EU regulations, and national laws like the Norwegian Maritime Code and the Athens Convention (see Section 418 of the Norwegian Maritime Code).

- **Valuables:** Havila is not responsible for valuables (e.g. cash, jewellery, watches). Lost items may be returned to you upon payment of postage- and administration fees.
- **Property and luggage:** If loss or damage to property (including luggage) is not covered by an international convention or other regulations, Havila's liability will not exceed NOK 5000 per guest.

#### EU Regulation 2004-261 (Delays, cancellations, and overbooking)

In cases of delays, cancellations, or overbooking, EU Regulation 2004-261 applies. Claims under this regulation should be directed to the carrier.

#### Partial refunds for transport-only cancellations

If the EU regulation allows you to cancel a transport agreement, it does not apply to the rest of the travel package unless the issue meets the conditions for cancelling the entire package under the Package Travel Act (see Item 8). Minor delays typically do not justify cancelling the full package. If you cancel the transport portion only, you will be refunded for the transport component, not the entire travel package price. Havila will inform you if a full package refund is not applicable in these cases.

### 8.5. Conditions not typically considered deficiencies under Item 8

The following situations are generally not regarded as deficiencies in the travel package as per the provisions of Item 8:

1) **Customer expectations**

Variances from customer expectations, such as different building standards or cultural norms at the destination, are not considered deficiencies if they are typical for the location and not guaranteed by Havila.

2) **Natural conditions**

Abnormal weather or natural conditions beyond our control—such as high winds, large waves, strong currents, ice conditions, or extreme tides—are not considered deficiencies. These conditions may affect schedules, routes, ship types, or port visits. Even with all reasonable precautions, such events may lead to unavoidable changes. This includes proportional financial losses and applies regardless of Havila's knowledge of such circumstances.

- 3) **Anticipated situations**  
Situations outside our control that could reasonably be anticipated within the travel package contract are not considered deficiencies.
- 4) **Delays in transport or altered departure/arrival times are not considered deficiencies if:**
  - The stay is not shortened by more than 6 hours for trips under 5 days, 8 hours for trips of 5-8 days, or 12 hours for trips longer than 8 days.
  - These delays are caused by aviation authority actions, extreme weather, airspace congestion, or similar circumstances beyond the organiser's control. In such cases, delay limits are doubled.
  - Customers may still be eligible for assistance and compensation under the EU Regulation.
- 5) **Customer-related issues**  
Changes resulting from the customer's personal circumstances are not considered deficiencies.
- 6) **Third-party excursions:**  
Havila is not responsible for cancellations, changes, or delays in excursions booked directly with third-party providers, nor for any issues arising during such excursions, including missed ship departures.
- 7) **Force majeure and extraordinary events**  
Events described under Item 6.2, including force majeure, are not considered deficiencies.
- 8) **Illustrations and authenticity**  
Images on our website and in our catalogues may be illustrations or edited. We cannot guarantee experiences of specific wildlife, natural phenomena such as sun, snow, Northern lights, or specific non-significant in-cabin amenities (e.g., soap, tea, coffee, artwork, sofa beds).
- 9) **Typographical errors:**  
Havila disclaims liability for typographical or spelling errors, as outlined in Item 4.6.
- 10) **Isolation due to health procedures**  
Lost holiday time due to isolation related to our infection prevention procedures is not considered a deficiency.
- 11) **Temporary service closures**  
Temporary inaccessibility of shared facilities (e.g., jacuzzi, sauna, outdoor bar, gym, laundry) due to maintenance or safety measures (e.g. snow/ice) is not considered a deficiency.

## 9. Dispute resolution

Please report any issues or deficiencies encountered during your travel package immediately on site, so we can address and resolve the situation promptly. Delays in reporting or declining reasonable remedies may affect further compensation. Delaying feedback may result in evidence and documentation being lost or degraded, potentially weakening the basis for compensation. If a problem remains unresolved, please submit a written complaint to us via our website as soon as possible.

Both parties must make every effort to resolve disputes amicably. Complaints must first be submitted directly to Havila. If the complaint or claim is not resolved to the customer's satisfaction, or if no agreement is reached, the case may be taken to the Norwegian Appeals Board for Package Travel (Klagenemnda for Pakkereiser) at <https://www.reiselivsforum.no/> or another relevant dispute resolution body. For customers residing in other EU/EEA countries, the EU Online Dispute Resolution (ODR) platform is also available at <http://ec.europa.eu/odr>.

This travel package contract is governed by Norwegian law. Any unresolved disputes shall be decided by Norwegian courts unless both parties agree otherwise. The above-mentioned dispute resolution channels must be used before filing a lawsuit. Should court proceedings be necessary, Oslo District Court is the agreed venue.